

**FIRST AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
GTE NORTH INCORPORATED
AND
TALLGRASS COMMUNICATIONS, INC.**

THIS FIRST AMENDMENT to the Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective May 14, 1998, is by and between GTE North Incorporated (GTE) and Tallgrass Communications, Inc. (Tallgrass), GTE and Tallgrass being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Wisconsin (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated April 30, 1998 in Docket No. 1517-TI-101 ("Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, Tallgrass notified GTE that it desired to amend the Agreement because the Federal Communications Commission (FCC) issued new rules regarding collocation on March 31, 1999 in the proceeding captioned as *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 99-48; and

WHEREAS, the Parties now wish to amend the Agreement to reflect such new FCC rules as follows;¹

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article IX of the Agreement shall be replaced in its entirety with the attached Attachment 1 and Attachment 2.
2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.

¹ Notwithstanding this First Amendment, the Parties do not waive, and hereby expressly reserve, the right to challenge such FCC rules and/or whether this Amendment meets the requirements of those rules. The Parties further expressly reserve their rights pursuant to the Agreement, in the event that such Rules are later modified or eliminated due to changes in legal requirements. GTE specifically reserves the right to incorporate herein the rulings and decisions by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and the United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)).

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

GTE NORTH INCORPORATED

TALLGRASS COMMUNICATIONS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* GTE has agreed to allow this Amendment to become effective upon execution in order to permit Tallgrass to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.